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ABSTRACT

This agreement between Wayne State University and the Wayne State University Chapter of the American Association of University Professors covers the academic years July 1, 1972 to June 30, 1974. Articles of the agreement cover recognition and description of unit; personnel classification; administration rights; association rights; association privileges; deduction of association dues and fees; past policies; nondiscrimination; no strike/no lockout; lay-off and recall procedures; participation in association activities; compensation; leaves of absence; fractional-time employees; administration-association meetings; administration of agreement; grievance procedure; selection advisory committees; validity; duration of agreement and cessation of bargaining; continued negotiations on tenure and promotions and appointments; and letters of agreement. (MJM)

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Wayne State U.
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4 year
AAUP

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AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER
OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
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July 1, 1972 to June 30, 1974

HE 005 161

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

I.

RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University — one-half fractional time or more in the following classifications: instructors, assistant professors, associate professors and professors and all academic staff employees — one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty, research assistants and research associates, department chairmen in the colleges of Liberal Arts, Monteith, Engineering, Medicine, Business Administration, University Admissions Officer, Registrar, University Press Chief Editor and all other executives and supervisory employees and all other employees

II.

PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information quarterly on the current classification of persons in the bargaining unit. The Association shall also be provided, twice a year, a list of the persons in the following excluded classifications:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit during the previous month.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.

ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.

ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

V.

ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.
3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

VI.

DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the Bargaining Unit who has voluntarily authorized dues and fees deduction will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payrol Office canceling the authorization for such deductions. Such notice shall be timely if given within thirty (30) days of the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth (10th) of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as

submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form, shall be reviewed with the individual, an Association-appointed representative, and the University.

VII.

PAST POLICIES

Except as modified by this Agreement, general personnel policies formally approved by the Board of Governors applicable to the entire Teaching Faculty and/or Academic Staff, prior to the date of this Agreement, shall remain in effect for members of this Bargaining Unit.

VIII.

NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity within the University — both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed there shall be no discrimination on the basis of race, color, religion, national origin, marital status, age, or sex.

IX.

NO STRIKE / NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, approve any strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing, or any other form of interference which affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

II. Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request and authorize Wayne State University to deduct 0.75% of my gross, regular, bi-weekly earnings (including regular summer earnings, if any) and to increase or decrease this percentage in accordance with the dues schedule, for remittance for my Association dues and/or authorized fees to the Wayne State University Chapter of the American Association of University Professors. I further authorize the University to remit such dues and fees to the Association at such times and in such manner as may be agreed upon by Wayne State University and the Association, at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke it's request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the Personnel Office, Wayne State University.

WAYNE STATE UNIVERSITY

PERSONNEL DEPARTMENT COPY

I NAME		SOC. SEC. NO.
HOME ADDRESS		HOME PHONE
CITY	STATE	ZIP
COLLEGE OR DIVISION		DEPARTMENT
CLASSIFICATION		DATE HIRED
SIGNATURE		DATE

X.

LAY-OFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. In such cases the following language shall apply.

The University President, or his designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. Layoffs

1. A member of the bargaining unit about to be placed on layoff status shall be given preference in filling other vacant academic positions in the University for which he/she is qualified.
2. Non-tenured and non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.
3. Tenured and continuing service persons shall be laid off with those having the most service in the particular unit being laid off last.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured or non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, and who are to be laid off during the terms of their contracts, shall receive six (6) months' notice if the term contract expiration date is less than twelve (12) months away and shall receive twelve (12) months' notice if the term contract expiration date is more than twelve (12) months away.
2. Tenured or continuing service persons who are to be laid off shall receive eighteen (18) months' notice.

C. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two (2) years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.
2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.

PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

XII.

COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the Unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefit shall be reported to the salary committee of the Unit and the Association and the required funds shall not be taken from current or future bargaining unit selective salary increase pools.

A. Salary Adjustments for 1972-1973

Effective the first full pay period after July 1, 1972, for twelve-month employees and the first regular full pay period associated with the beginning of the Fall Quarter, 1972 for nine-month employees, all eligible bargaining unit members shall be awarded increases in their base salaries averaging, throughout the University, 7.0% above the 1971-72 base salaries. The concomitant proportional increase in fringe benefits shall also be provided. The distribution of the 7.0% average salary increase is to be accomplished in accordance with the following guidelines:

1. *Across-the-Board Salary Adjustments*

   a. *Eligibility*

   The persons eligible for across-the-board salary increases are those who served the University during 1971-72, who were on the payroll as members of the bargaining unit as of June 20, 1972, and who were members of the bargaining unit during any part of the 1972-73 fiscal year for twelve-month employees or during any part of the 1972-73 academic year for nine-month employees.

   b. *General Across-the-Board Salary Adjustments*

   Bargaining unit members on both nine-month and twelve-month contracts, whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall have their 1971-72 salaries increased by 4% for 1972-73 (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower.

   c. *Classification/Rank Equity Across-the-Board Salary Adjustments*

   Members of the bargaining unit whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall also receive an additional across-the-board classification/rank Equity Adjustment based upon their 1971-72 salary base and their classification/rank as of the signing date of this

Agreement (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower, as follows:

Professor	0.4257%
Associate Professor	0.3552%
Assistant Professor	0.6023%
Instructor	0.9223%
Academic Staff	0.5000%

The following describes the method by which the rank equity across-the-board percentage increases are calculated.

1) The total salaries for the appropriate year for each faculty rank are calculated for the entire bargaining unit for eligible faculty:

   S_1 = Total salaries for instructors
   S_2 = Total salaries for assistant professors
   S_3 = Total salaries for associate professors
   S_4 = Total salaries for professors

   $S_T = S_1 + S_2 + S_3 + S_4$ = Total salaries for the four faculty ranks for the entire bargaining unit.

2) A pool equal to 0.005 of S_T shall be distributed on an across-the-board basis with the following percentages of the pool distributed to each rank as shown:

Rank	
Instructor	15%
Assistant Professor	35%
Associate Professor	20%
Professor	30%

3) The percentage increase to each rank is then given by the following:

Rank	*Percentage Increase*
Instructor	$\frac{0.15 \times 0.005 \times S_T}{S_1} \times 100$
Assistant Professor	$\frac{0.35 \times 0.005 \times S_T}{S_2} \times 100$
Associate Professor	$\frac{0.20 \times 0.005 \times S_T}{S_3} \times 100$
Professor	$\frac{0.30 \times 0.005 \times S_T}{S_4} \times 100$

2. *Selective Salary Adjustments*

a. *Eligibility*

The persons eligible for selective salary adjustments in 1972-73 are those who served the University during 1971-72, who were on the payroll as members of the bargaining unit as of June 20, 1972, who remained in the bargaining unit, and who are on the payroll at the time of the signing of this Agreement.

b. *College/Division Selective Salary Adjustments*

1) Additional salary adjustments shall be made on a selective basis in each college, school, or division bringing the average salary increase for the eligible faculty members in that budgetary unit to at least 6.0% of the 1971-72 base of those eligible for increases. Each department in the Colleges (Schools) of Engineering, Liberal Arts, and Medicine, and each division in the Colleges of Education and Monteith, shall receive for selective increases at least 1.0% of its 1971-72 salary base of faculty eligible for selective increases.

2) Additional salary adjustments shall be made on a selective basis, bringing the average salary increase for eligible academic staff members to at least 6.5% of the 1971-72 base of those eligible for selective increases.

c. *Rank Equity Selective Salary Adjustments*

In addition to the above selective salary adjustments, there shall be an additional rank equity selective salary adjustment for faculty amounting to a bargaining unit wide average of 0.5% of the 1971-72 base of those eligible for selective increases. On a University-wide basis, these funds shall be distributed among the four faculty ranks according to the following table:

Professor	30%
Associate Professor	20%
Assistant Professor	35%
Instructor	15%

For the purposes of the above table, the rank of a faculty member of the bargaining unit shall be that as of the date of the signing of this Agreement. These funds shall be distributed to each college/division in the same dollar amounts as those calculated in Section A.1.c. of this Article for those faculty members eligible for selective increases.

d. *President's Equity Adjustments*

The remaining 0.5% of salary adjustment monies shall be allocated to the specific units and subunits by the University

President after consultation with his staff, the appropriate deans, and other budgetary unit heads, for allocation recommendations by the relevant salary committees, where such exist. Such monies shall be used to reward especially meritorious service and to reduce existing inequities within the bargaining unit.

3. *Procedures for Recommendation for Selective Salary Adjustments for 1972-73 and 1973-74*

The provisions of this section shall govern the procedures for the recommendations of selective salary increases. These provisions delineate a two-step process of (a) evaluation, and (b) salary increase recommendations.

a. *Department/College and Academic Staff Classification Salary Committees*

1) In each department of the Colleges (Schools) of Engineering, Liberal Arts, Medicen, and division in the Colleges of Education and Monteith, there shall be a Department Salary Committee and in the Colleges (Schools or Divisions) of Business Administration, Health and Physical Education, Law, Nursing, Pharmacy, and Social Work, there shall be College Salary Committees.

There shall also be four (4) classification Salary Committees for bargaining unit members in the following classifications: one for librarians, one for archivists, one for university counselors, and one for academic advisors in the College of Liberal Arts.

The above committees shall have the responsibility of (a) evaluating performance and (b) recommending selective salary increases.

The Faculty Salary Committee shall consist of not less than three tenured members of the Tenure/Promotion Committee of the faculty of that department (college) elected by its faculty, and such other department (college) faculty who are bargaining unit members as the faculty of that department (college) may elect. A majority of the committee membership shall consist of tenured faculty members. If a department or unit has three or less than three tenured faculty members, such faculty members shall constitute the majority of the committee. The department chairman/division head (or dean or director in those units which have only College Salary Committees) shall serve as chairman of the Department/College Salary Committee without vote. Each Academic Staff Classification Salary Committee shall

consist of not less than three bargaining unit members in a given classification who have continuing service or tenure status who shall be elected by the other bargaining unit members in the same classification. A majority of the Committee membership shall consist of members who have either continuing service status or tenure. The appropriate administrative officer shall serve as chairman of the Committee, without vote.

2) Each bargaining unit member shall be asked to file with the department chairman (or appropriate administrative officer) prior to the designated time for salary determination, a written statement of his/her achievements over the previous year with respect to the criteria specified in Section A.3.b.1.) of this Article. He/she should include all material that he/she feels may have a bearing on his/her salary and upon which he/she chooses to be evaluated.

3) Such statements and material shall be evaluated by the Department/College or Classification Salary Committee and the department chairman (or appropriate administrative officer) along with such other materials and statements as the Committee and/or chairman (or appropriate administrative officer) may deem appropriate and relevant.

b. *Evaluation of Performance*

1) In the evaluation of bargaining unit members for selective salary adjustments, the Department/College or Classification Salary Committee and the chairman (or appropriate officer) shall consider:

   (a) teaching excellence (or job performance for academic staff);

   (b) scholarly, creative, and/or professional excellence;

   (c) non-instructional service to the department, college, or University, or public service which effectively benefits the University or develops the individual's professional capacity, and;

   (d) equity and/or competitive considerations.

   To be eligible for a merit selective adjustment other than one based on equity or competitive considerations, an individual must have achieved excellence in at least two of the three categories (a), (b), and (c).

2) In judging teaching competence, the Department/College Salary Committee and the chairman (or division head or dean or director), shall also give consideration to evaluation

by students. It must be recognized that teaching occurs not only in the classroom, but also in field experience, laboratories, directed studies, and conferences.

3) Factors to be considered in the evaluation of creative and scholarly activity include the stature of the individual within his professional community and the quality of his recent contributions to his field. Evidence of creative and scholarly activity includes publication in professional journals, books, invited lectures and seminars, and exhibited or performed works.

c. *Selective Salary Recommendations*

Upon receiving its allotment, each Department/College or Academic Staff Classification Salary Committee shall recommend selective salary adjustments to the departmental chairman (or appropriate administrative officer). Each faculty member, librarian, archivist, academic advisor in the College of Liberal Arts, and university counselor shall be informed of his/her selective increases recommended by the committee and by the chairman (or appropriate administrative officer). The committee's recommendations once made shall not be subject to change and shall be made available by the chairman (or appropriate administrative officer) to individual bargaining unit members of the department or unit upon request.

Those academic staff members who are in classifications other than librarian, archivist, academic advisor in the College of Liberal Arts, or university counselor shall be evaluated for the purpose of selective increases by their immediate supervisors.

In making such selective increase recommendations, the appropriate administrative officer shall utilize the criteria specified in Section A.3.b.1) of this Article.

Each individual shall be informed of his/her selective increase as recommended by the appropriate administrative officer.

An individual who takes exception to his/her evaluation and salary recommendation may, after consulting with the committee and/or department chairman (or appropriate administrative officer), file an exception report with the committee and the chairman (or appropriate administrative officer). Those academic staff members for whom the committee process was not employed may file an exception report with the appropriate administrative officer.

The chairman's (or appropriate administrative officer's) recommendations, the Salary Committee's recommendations, and

any exception reports shall be forwarded to the dean (or next higher administrative officer). The dean's recommendations and all relevant material shall, in turn, be forwarded to the Office of the University President.

These selective salary procedures shall be instituted and implemented as soon as possible after the signing of this Agreement. As soon as possible after salary determination, the dean (or other appropriate administrative officer) shall notify each bargaining unit member of his/her final salary allocation, with a copy to the Association.

4. *Appeal Procedures for 1972-73 and 1973-74*

a. *Grounds for Appeal*

1) Any faculty member who is dissatisfied with the final allocation of his salary as notified by the dean (or his designee) may submit an appeal in writing to the faculty sub-committee of a University-wide Salary Review Committee within ten calendar days after receipt of such notification of the salary, provided this salary is lower than that recommended by the Department/College Salary Committee.

2) Any librarian, archivist, Liberal Arts academic advisor, or university counselor who is dissatisfied with the final allocation of his salary as notified by the appropriate administrative officer (or his designee) may submit an appeal in writing to the academic staff sub-committee of the Salary Review Committee within ten calendar days after receipt of such notification of the salary, provided this salary is lower than that recommended by the Academic Staff Classification Salary Committee.

3) Academic staff members who have not been evaluated by the committee process may, for cause, submit an appeal in writing to the academic staff sub-committee of the University-wide Salary Review Committee.

4) If the Association and a bargaining unit member feel that the member has been discriminated against, as defined in Article IV and/or Article VIII of this Agreement, with regard to his salary allocation, the Association and the member may institute a grievance claiming discrimination at Step Three of the Grievance Procedure (Article XVII).

Such grievance shall be limited to the determination of whether or not the claimed discrimination did occur. If the finding is that the claimed discrimination did occur, the matter shall be referred to the appropriate sub-committee

of the University-wide Salary Review Committee for its recommendation.

b. *Composition of Salary Review Subcommittees*

1) The faculty subcommittee of the University Salary Review Committee shall consist of seven members who are appointed as follows: The University Council shall nominate a slate of eight faculty bargaining unit members from which the University President shall appoint four. The University President shall appoint two additional persons from the University administration. The Provost, or his designee, shall serve as chairman of the faculty subcommittee with vote.

2) The academic staff subcommittee of the University Salary Review Committee shall consist of seven members who are appointed as follows: The University Council shall nominate a slate of eight academic staff bargaining unit members from which the University President shall appoint four. The University President shall appoint two additional persons from the University administration. The Provost, or his designee, shall serve as chairman of the academic staff subcommittee with vote.

c. *Functions*

Each subcommittee shall review the appeals submitted to it, make an appropriate investigation, and recommend to the President of the University either (a) no further salary adjustment, or (b) a salary adjustment not to exceed the recommendation of the Department/College or Academic Staff Classification Salary Committee, or (c) for those not reviewed by a committee, a selective salary adjustment not to exceed 2.5% for 1972-73 and 2.0% for 1973-74. The limitations in (b) and (c) do not apply to those cases referred to a subcommittee through the Grievance Procedure.

The sole responsibility of the University-wide Salary Review Committee shall be to keep the records of the two subcommittees.

d. *Recommendations*

Prior to the submission of their recommendations to the President, the appropriate University Salary Review subcommittee (faculty or academic staff) shall inform each bargaining unit member who appealed his/her salary of its findings, with a copy to the Association. If the subcommittee's finding is "no further salary adjustment recommended," the bargaining unit member shall be permitted to make an oral presentation to the

subcommittee (accompanied at his/her option by an Association-appointed representative), provided that the request is received by the subcommittee within ten calendar days of notification.

The total recommended adjustment for a college, school, division, or classification (for academic staff), shall not exceed 15% of the college, school, division, or classification (for academic staff) selective pool for the current year. The funds for any salary adjustments which are to be made as a result of these recommendations shall constitute a first priority on the college, school, or division (or classification for academic staff) selective salary pool for the next fiscal year.

Each selective salary increase awarded under this appeal procedure shall be paid in one lump sum to the member as soon as possible after the beginning of the next academic or fiscal year, whichever is appropriate, and the previous year's regular salary of the member shall be regarded for all purposes as being his/her actual salary for that year plus the salary increase awarded under this appeal procedure.

e. All matters related to salary are not subject to the Grievance Procedure (Article XVII) except for claims of discrimination under Article IV and/or Article VIII of this Agreement.

B. Salary Adjustments for 1973-1974

Effective the first full pay period after July 1, 1973, for twelve-month employees and the first regular full pay period associated with the beginning of the Fall Quarter, 1973, for nine-month employees, all eligible bargaining unit members shall be awarded increases in their base salaries averaging, throughout the University, 6.0% above the 1972-73 base salaries. The concomitant proportional increases in fringe benefits shall also be provided. The distribution of the 6.0% average salary increase shall be accomplished in accordance with the following guidelines.

The persons eligible for salary increases are those who served the University during 1972-73, who were on the payroll as members of the bargaining unit as of June 19, 1973, and who were members of the bargaining unit during any part of the 1973-74 fiscal year for twelve-month employees or during any part of the 1973-74 academic year for nine-month employees.

1. *General Across-the-Board Salary Adjustments*

Bargaining unit members on both nine-month and twelve-month contracts, whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall have their salaries

increased by 4% for 1973-74 (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower.

2. *Selective Salary Adjustments*

a. *College/Division Selective Salary Adjustments*

1) Additional salary adjustments shall be made on a selective basis in each college, school, or division bringing the average salary increase for the eligible faculty members in that budgetary unit to a level at least 5.0% above the 1972-73 base of those eligible for increases. Each department in the Colleges (Schools) of Engineering, Liberal Arts, and Medicine, and each division in the Colleges of Education and Monteith, shall receive for selective increases at least 0.75% of its 1972-73 salary base of faculty eligible for selective increases.

2) Additional salary adjustments shall be made on a selective basis, bringing the average salary increase for eligible academic staff members to a level at least 5.5% above the 1972-73 base of those eligible for selective increases.

b. *Rank Equity Selective Salary Adjustments*

In addition to the above selective salary adjustments, there shall be a rank equity selective salary adjustment for faculty amounting to a bargaining unit wide average of 0.5% of the 1972-73 base of those eligible for selective increases. On a University-wide basis, these funds shall be distributed among the four faculty ranks according to the following table:

Professor	30%
Associate Professor	20%
Assistant Professor	35%
Instructor	15%

For the purposes of the above table, the rank of a faculty member of the bargaining unit shall be that as of July 1, 1973, for twelve-month faculty, and as of September 10, 1973, for nine-month faculty. The pool for rank equity selective salary adjustments shall be distributed to each college/division in the same manner as specified in Section A.2.c. of this Article.

c. *President's Equity Adjustments*

The remaining 0.5% of salary adjustment monies shall be allocated to specific units and subunits by the University President after consultation with his staff, the appropriate deans, and

the relevant salary committees, where such exist. Such monies shall be used to reward especially meritorious service and to reduce existing inequities within the bargaining unit.

C. Salary Schedules

1. The salary schedules, applicable to all colleges, schools, and divisions of the University for the four regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors.

a. SCHEDULE FOR 1972-73

Rank	*Minima*	*Maxima*
Instructor	8,000	11,500
Assistant Professor	9,400	17,200
Associate Professor	12,000	21,900
Professor	14,600	29,200

b. SCHEDULE FOR 1973-74

Rank	*Minima*	*Maxima*
Instructor	8,400	12,000
Assistant Professor	9,800	17,900
Associate Professor	12,500	22,800
Professor	15,200	30,400

2. The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors.

a. SALARY SCHEDULE FOR 1972-73

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	7,644	9,932
Academic Advisor II	5	8,892	11,586
Academic Advisor III	8	10,816	13,936
Academic Advisor IV	12	13,000	17,014
Academic Services Officer I	4	8,268	10,816
Academic Services Officer II	8	10,816	13,936
Academic Services Officer III	11	12,480	16,245
Academic Services Officer IV	15	14,664	19,313
Archivist I	5	8,892	11,586

Classification	*Range*	*Minima*	*Maxima*
Archivist II	8	10,816	13,936
Archivist III	11	12,480	16,245
Archivist IV	15	14,664	19,313
Extension Program Coordinator I	5	8,892	11,586
Extension Program Coordinator II	9	11,388	14,654
Extension Program Coordinator III	13	13,572	17,722
Financial Aids Officer Assistant	4	8,268	10,816
Financial Aids Officer I	7	10,192	13,281
Financial Aids Officer II	11	12,480	16,245
Health Physicist I	6	9,568	12,511
Health Physicist II	8	10,816	13,936
Librarian I	5	8,892	11,586
Librarian II	8	10,816	13,936
Librarian III	11	12,480	16,245
Librarian IV	15	14,664	19,313
University Counselor Assistant I	2	7,072	9,225
University Counselor Assistant II	4	8,268	10,816
University Counselor I	7	10,192	13,281
University Counselor II	11	12,480	16,245
University Counselor III	15	14,664	19,313
University Press Editor I	2	7,072	9,225
University Press Editor II	5	8,892	11,586

b. SALARY SCHEDULE FOR 1973-74

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	7,950	10,329
Academic Advisor II	5	9,248	12,049
Academic Advisor III	8	11,249	14,494
Academic Advisor IV	12	13,520	17,695
Academic Services Officer I	4	8,599	11,249
Academic Services Officer II	8	11,249	14,493
Academic Services Officer III	11	12,979	16,895
Academic Services Officer IV	15	15,251	20,086
Archivist I	5	9,248	12,049
Archivist II	8	11,249	14,493
Archivist III	11	12,979	16,895
Archivist IV	15	15,251	20,086
Extension Program Coordinator I	5	9,248	12,049
Extension Program Coordinator II	9	11,844	15,240
Extension Program Coordinator III	13	14,115	18,431
Financial Aids Officer Assistant	4	8,599	11,249
Financial Aids Officer I	7	10,600	13,812
Financial Aids Officer II	11	12,979	16,895

Classification	*Range*	*Minima*	*Maxima*
Health Physicist I	6	9,951	13,011
Health Physicist II	8	11,249	14,493
Librarian I	5	9,248	12,049
Librarian II	8	11,249	14,493
Librarian III	11	12,979	16,895
Librarian IV	15	15,251	20,086
University Counselor Assistant I	2	7,355	9,594
University Counselor Assistant II	4	8,599	11,249
University Counselor I	7	10,600	13,812
University Counselor II	11	12,979	16,895
University Counselor III	15	15,251	20,086
University Press Editor I	2	7,355	9,594
University Press Editor II	5	9,248	12,049

D. Recommended Salaries for New Bargaining Unit Members

Insofar as practicable, the department chairman (or appropriate administrative officer) shall consult with the appropriate salary committee regarding initial salaries of prospective members of the bargaining unit.

E. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). All such employees working 50% or more time shall be eligible to participate in one of the two programs but not both. The University shall provide a subsidy of payment of full cost for the bargaining unit member's insurance and one-half (½) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates.
2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.
3. The Massachusetts Mutual plan becomes effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. The Metro plan becomes effective the first of the month following the month the bargaining unit member becomes employed and completes an application form.

5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan. If coverage is under the Metro plan, he/she must wait until the next enrollment period.
6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). Retirees shall be responsible for paying the full premium.
7. The University may cancel the Metro Health Plan (CHA) coverage provided it accords members of the bargaining unit conversion privileges to Massachusetts Mutual coverage and provided there are 6.5% or fewer bargaining unit members participating in the plan.

F. Long Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Participation begins after the staff member has completed three (3) full years of service at the University.
3. Benefits for an insured staff member begin after six (6) months of continuous total disability for as long as the disability continues or until the affected individual retires, but in any case, not beyond age 65.
4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and workmen's compensation, is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly. The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan.

G. Retirement Program

1. Full-time members of the bargaining unit with two (2) years of University service, and who have attained thirty (30) years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.
3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.

II. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $5,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1	$5,000 non-contributory insurance only.
Option No. 2	$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.
Option No. 3	$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

2. A member of the bargaining unit who participated in the Wayne State University TIAA-CREF retirement program for five (5) years and retires after age 55 shall qualify for the retirement life insurance policy in force (currently $2,500) upon retirement, fully paid by the University.
3. A member of the bargaining unit who does not have the five (5) years of TIAA-CREF participation and retires under a University retirement program after age 55 with ten (10) years of University service shall also qualify for the retirement life insurance policy in force (currently $2,500) upon retirement.
4. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

5. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to two thousand dollars ($2,000) of the five thousand dollars ($5,000) non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification of death. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

I. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two (22) working days per year. Vacation days earned, but not used, may be accumulated up to forty-four (44) days.

Vacation days must be scheduled in advance with the appropriate chairman or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives at least five (5) working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five (5) working days.

Before termination of employment, or before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her current vacation bank prior to the agreed-upon termination or transfer date. Under special circumstances, the Provost may waive this requirement.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

J. Holidays

The nine (9) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and two (2) other days designated by the University, shall be official University paid holidays.

XIII.

LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. *Professional and Personal Leaves*

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. *Eligibility*

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have two years of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his designated representative may waive the two-year eligibility requirement.

b. *Application for Leave*

The member of the bargaining unit shall submit in writing to his department chairman or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. *Approval*

Upon the recommendation of the department chairman or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave af absence without pay may be granted by the Provost or his designated representative.

d. *Length of Leave*

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety (90) days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure or precontinuing service employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. *Fringe Benefits*

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. *Return from Leave*

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairman or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty (30) days receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to take and pass a medical examination given or authorized by the University Health Service before the individual may return to work. If the individual does not pass the examination and has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term dis-

ability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. *Salary Increases*

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*

a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty (30) working days.

b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairman or dean/director at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside of the United States.

c. Approval is given by the University President of his designee.

2. *Sabbatical Leaves*

The Provost or his designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than five (5) percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one quarter. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. *Eligibility*

1) A sabbatical leave may be granted for one, two, or three quarters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) An applicant shall have served at least eighteen quarters of regular full-time contractual employment in the University since his initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters need not be consecutive, but no more than three quarters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific quarter(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for three quarters in the four-quarter period immediately following expiration of the leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

(e) The applicant's agreement to submit a written report on the extent to which he has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairman or equivalent administrator no later than February 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his designee through normal administrative channels. If there is more than one application for sabbatical leave from a department or equivalent unit, the applications shall be reviewed and ranked by the department or equivalent unit personnel committee; and the report of this committee shall be forwarded to the Provost through normal administrative

channels by March 1 after the February 15 filing deadline. Notification of the decision on the application shall be given to the applicant by April 15.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for three quarters in the four-quarter period immediately following expiration of his leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole quarters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, a quarter of service shall be interpreted to mean three (3) calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one, two or three quarters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Summer Quarter. Hence the Spring and Fall Quarters of a given *calendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six (6) persons and chaired by the Provost or his designee. Three (3) of the six (6) persons shall be

selected by the Provost from a slate of six (6) bargaining unit members submitted by the University Council. The Provost shall appoint the remaining three (3) members of the University Sabbatical Leaves Committee and shall be a member *ex-officio* of the Committee (without vote).

2) The functions of this committee shall be:

(a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;

(b) to advise the Provost of its recommendations; and

(c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each quarter on sabbatical leave the individual shall receive as compensation a percentage of the compensation he would have received were he not on leave, such percentage to be determined by the number of quarters elected for the sabbatical leave, as follows:

One Quarter	80%
Two Quarters	70%
Three Quarters	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*

a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months' compensation in any twelve-month period. Bargaining unit members shall be responsible for promptly notifying their department chairman, dean, or immediate supervisor of each day of illness absence.

b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he has been absent more than fourteen (14) consecutive calendar days, or for fifteen (15) business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen (14) consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

d. A member of the bargaining unit, as defined in 1.a. who has five (5) or more years of continuous, full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six (6) month short-term disability period.

2. *Mandatory Sick Leave*

In the event that there is sufficient evidence as determined by the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to

members of the bargaining unit; however, decisions made by the University under this contract provision shall be grievable entering the Grievance Procedure at Step Two.

3. *Personal Emergencies*

a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.

b. A member of the bargaining unit shall be given a leave of absence with pay for not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five(5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

d. After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year.

4. *Civic Obligations*

a. *Court and Related Duties*

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

b. *Short-term Military Leave*

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not to exceed thirty (30) days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. *Short-term Disability Leave*

   For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. *Maternity Leave of Absence Without Pay*

   A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.

FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent (50%) time or more (but less than one hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full five thousand dollars ($5,000) non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Workman's Compensation, and for official University-paid holidays. Fractional-time members of the bargaining unit who were enrolled in the TIAA-CREF retirement plan while on a full-time basis, may continue to participate in the retirement plan while on fractional time. Effective as of the signing of this Agreement, twelve-month

fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Beginning with July 1, 1972, short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.

ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.

ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article. Upon written request, the University shall endeavor to re-schedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.

GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairman or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Four, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

Step One:

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the appropriate chairman or other designated administrative official, stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated and the adjustment sought.

The grievance must be presented in writing and receipted by the appropriate University representative within thirty (30) calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within seven (7) calendar days of receipt of the written grievance, the appropriate administrative representative shall arrange a meeting among the grievant, an Association-appointed representative and the chairman and, at his discretion, another administrative representative. A written answer to the grievance shall be forwarded by the department chairman to the Association with a copy to the grievant within seven (7) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representatives within twenty-one (21) calendar days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the filing of the grievance.

If a meeting is arranged but a timely written answer is not forwarded to the Association, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the time of the meeting.

Step Two:

If the Association does not accept the answer at Step One, if a timely meeting is not arranged, or if no timely answer is provided, the Association may present the grievance at Step Two. The grievance must be presented to the dean or his designee or the director or his designee.

Within seven (7) calendar days of receiving the grievance, the dean or his designee or the director or his designee shall arrange a meeting among the grievant, one or two Association-appointed representatives and the dean/director or his designee, and at his/her discretion, the chairman and/or a third administration representative to discuss the grievance. A written answer to the grievance shall be forwarded by the dean/director to the Association with a copy to the grievant within ten (10) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after the answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days after the initiation of Step Two.

If a meeting is arranged, but a timely answer is not forwarded to the Association, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Three.

If the Association does not accept the answer at Step Two, if a timely meeting is not arranged, or if no timely answer is provided, it may present the grievance at Step Three. The grievance shall be submitted to the Provost or his designated representative.

Within fourteen (14) calendar days of receiving the grievance, the Provost or his designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his designee, and, at his discretion, the dean or his designee, the chairman, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen (14) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after an answer, shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Four of the grievance procedure providing it does so within twenty-one (21) calendar days of the intiation of Step Three.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Four of the grievance procedure provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Four:

The grievance shall be submitted to the President or his designated representative.

The Association and the University President shall each appoint two representatives from within the University who shall meet as a panel within seven (7) calendar days of receipt of the grievance by the President, and, upon examining the record, attempt to reach unanimous agreement. Failing to do so within seven (7) calendar days, they shall then attempt to choose a mutually agreeable fifth person who shall be a full-time employee of a college or university, other than Wayne State University.

If the parties are unable to choose a fifth person within seven (7) calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five (5) arbitrators. All five (5) members of this list shall be employed full time by a college or university, other than Wayne State University. The University and the Association shall each rank the five (5) names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five (5) names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the Regional Director of the American Arbitration Association shall be asked to designate the fifth person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State University, whose name has not appeared on any of the previous lists.

This five-person panel shall then conduct a hearing to begin as soon as possible after the designation of the fifth person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses, and, if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to salary, promotion, tenure, continuing service, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the

representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Four of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article, may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty (30) days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the fifth person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

XVIII.

SELECTION ADVISORY COMMITTEES

Every committee formed to seek and recommend candidates for the position of department chairman (or to recommend reappointment

of a department chairman or appointment of an acting chairman) shall include not less than fifty percent (50%) membership of bargaining unit members from the department for which the chairman is being sought, except in the clinical departments of the School of Medicine or in those University departments whose small size makes it impractical to comply with this provision, in which case the membership of the committee shall include not less than fifty percent (50%) bargaining unit members.

Every committee formed to seek and recommend candidates for the position of dean, or Director of Libraries (or to recommend reappointment of a dean or Director of Libraries, or appointment of an acting dean or Acting Director of Libraries) shall include not less than twenty-five percent (25%) membership of bargaining unit members from the school, college, or division for which the dean or director is being sought.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 1974 when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 1974. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and both parties waive their rights to all bargaining on any other issues unless mutually agreed to by the parties.

XXI.

CONTINED NEGOTIATIONS ON (A) TENURE AND (B) PROMOTIONS AND APPOINTMENTS

Consistent with the provisions of this Agreement, the following temporary exceptions to past policy affecting appointments ending June 30, 1974, and to denial of promotions are agreed to:

This procedure shall apply to cases of bargaining unit members notified that their appointments are to terminate at the end of the 1973-74 academic year and/or to cases of denial of promotions which would have been effective for the 1973-74 academic year.

In such cases, all normal existing appeal procedures shall first be exhausted.

If a member of the bargaining unit believes that current normal procedures have not been followed, that he/she has been discriminated against as defined in Articles IV and/or VIII of this Agreement, and/or that constitutional rights have been violated in such a way as to affect significantly the decision which led to the notification of termination or denial of promotion, he/she may request the Association to represent him/her. If the Association determines that the decision in his/her case was arrived at arbitrarily or capriciously as defined above, the Association may bring the matter to the negotiating table for discussion.

This procedure shall terminate when tenure and promotions articles are agreed upon and added to this Agreement or by September 11, 1973, whichever is sooner. At that time, any pending cases shall be resolved in accordance with the agreed upon contract additions, or, if there are no applicable contract provisions, then the Association may take any or all of these pending cases into grievance, entering the Grievance Procedure (Article XVII) at Step Three. However, the fifth person mentioned in Step Four of this Grievance Procedure shall be chosen according to the following procedure: a list of five (5) faculty members (if the grievant is a faculty member) or five (5) academic staff members (if the grievant is an academic staff member) selected by the University Council shall be presented to the arbitration panel composed initially of two Association-appointed representatives and two administration-appointed representatives. The Association-appointed representatives and the administration-appointed representatives shall alternately strike names from the list until one name remains, and that person shall become the fifth member of the arbitration panel. A coin toss shall be used to determine which representative shall strike

the first name from the list (the winner having the option of making the first or second strike). Further, such grievance shall be limited to the determination of whether or not the claimed discrimination and/or the violation of procedures and/or constitutional rights (defined above) did occur. If the finding is in favor of the grievant, the panel's findings shall be referred to the President for his action.

SIGNATORY TO AGREEMENT

WAYNE STATE UNIVERSITY

Edward L. Cushman
Executive Vice President

NEGOTIATING COMMITTEE

Melbourne G. Stewart
Chairman
R. King Adamson
Marie Draper Dykes
J. Don Marsh
Kenneth M. Smythe

WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Richard M. Spector
President

NEGOTIATING COMMITTEE

Stanley Kirschner
Chairman
Virginia S. Cleland
John M. Mattila
Arnold R. Pilling
Lothar Spang
Wallace Webber
Edna P. Miller
Secretary to the Committee

MAY 11, 1973
Date

LETTERS OF AGREEMENT

WAYNE STATE UNIVERSITY

December 20, 1972

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Complimentary Copies*

Dear Professor Kirschner:

Upon request, the University agrees to furnish the Wayne State University Chapter of the American Association of University Professors:

(a) One complimentary copy of all College and Division catalogs and schedules of classes.

(b) Twenty-five complimentary copies of the Wayne State University Faculty and Staff Directory beginning with the 1973 issue.

(c) Twenty-five complimentary copies of any future editions of the Wayne State Faculty Handbook which may be published.

The University also agrees to list the Association office in the Faculty and Staff Directory.

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Compensation Settlements*

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII. (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

April 26, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Retirement Committee*

Dear Professor Kirschner:

A committee consisting of three persons appointed by the University administration and three persons appointed by the Association will be formed to study retirement policies and matters related thereto. The committee will be asked to submit a report by January 15, 1974.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 2, 1973

Professor Stanley Kirschner
Chairman, Negotiating Committee
American Association of University Professors
Belcrest Hotel
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Medical-Fringe Benefits Improvements*

Dear Professor Kirschner:

The University has offered, and the Association has accepted subject to acceptance by other campus collective bargaining units, the following improvements in the Massachusetts Mutual Health Insurance Program:

1. *Full Medical Care Benefits to Early Retirees and Retired After Age 65*
   —addition of "out-of-hospital" coverage to present "in-hospital-only" coverage; retirees over age 65, current and future, change from Supplementary 65 coverage to a plan of Coordination of Benefits with Medicare.

2. *Increase Major Medical Maximum*
   —unlimited maximum (replacing present $20,000 per accident or illness) applicable to all "new" accidents or illnesses occurring after the effective date of change.

3. *Elimination of the Pre-existing Condition Clause*
   —such a change will remove the $1,000 cap of the present pre-existing condition clause.

4. *Early Retirees*
   —early retirees and their dependents with same coverage as active employees.

5. *Supplemental Accident Coverage*
   —elimination of 24-hour requirement and substitution of 90-day period for accident treatment claims.

6. *Radiation Therapy*
   —increase radiation therapy from $250 to $450 on a scheduled basis.

It is understood that the above improvements are offered on the present University formula of full subsidization for the insured employee and one-half (½) subsidy for two-person and/or family coverage.

It is further understood that it is the University's intent to implement these improvements for all employees presently covered by Massachusetts Mutual after receiving approval of such additional coverage from all collective bargaining groups. These improvements shall be implemented as soon as possible after the start of the Fall Quarter, 1973.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *General Salary Adjustment for Former Members of the Bargaining Unit*

Dear Professor Kirschner:

In the course of our recent negotiations it was agreed that general salary adjustments called for in our new Agreement will be paid to eligible former members of the bargaining unit within sixty (60) days following the beginning of the Fall Quarter, 1973. In order to be honored, the written request for such payments must be received by the Provost of the University by October 11, 1973.

Eligible former members of the bargaining unit are those 12-month persons who served during any portion of the 1972-73 fiscal year, and 9-month persons who served during any portion of the 1972-73 academic year.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Duration of Agreement*

Dear Professor Kirschner

During the course of negotiations the University and the Association have reached two separate agreements which modify Article XX of our proposed collective bargaining Agreement.

It is understood between the parties that the language contained in Article XX does not limit the right of the Association or the University to continue negotiations on the subject of tenure and promotions, or limit the right of the Association or the University to have remaining classification disputes which are unresolved as a result of the work of the Two-by-Two Committee presented to the Michigan Employment Relations Commission.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Pending Grievances*

Dear Professor Kirschner:

It is understood between the parties that there may be, at this time, some complaints pending under our present interim complaint procedure. It is agreed that those complaints which are consistent with our negotiated grievance procedure will be handled under that procedure after the signing of this Agreement.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Individual Rights*

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 9, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Printing of Agreement*

Dear Professor Kirschner:

As agreed in our negotiating sessions, copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the Bargaining Unit. In addition, the Association will receive two hundred complimentary printed copies of the Agreement for its use.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

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